

STATE OF MICHIGAN  
IN THE 52<sup>ND</sup> JUDICIAL CIRCUIT  
COUNTY OF HURON

MICHIGAN DEPARTMENT OF  
ENVIRONMENTAL QUALITY, and  
JIM SYGO, Interim Director of the  
Michigan Department of Environmental  
Quality,

Plaintiffs,

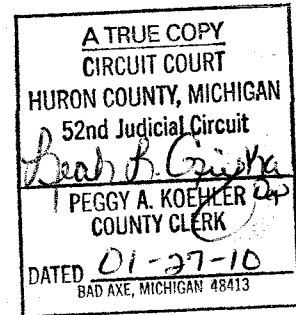
v.

W. James and Charlene A. Iseler,

Defendantss.

Docket No. 08-003902-CE

Hon. Richard Knoblock



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John C. Scherbarth (P28865)  
Assistant Attorney General  
Attorney for the Plaintiffs  
Environment, Natural Resources, and  
Agriculture Division  
P.O. Box 30755  
Lansing, Michigan 48909  
(517) 373-7540

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David J. Haywood (P31307)  
D.Haywood & Associates, P.C.  
Attorney for Defendants  
618 S. Creyts Road, Suite B  
Lansing, Michigan 48917  
(517) 886-1410

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**CONSENT JUDGMENT**

At a session of said Court held in the courtroom,

City of Bad Axe, Michigan,

on the 20th day of January 2010.

Present: Honorable Richard Knoblock

Circuit Court Judge

The Parties agree that settlement of this action is in the public interest and consent to the entry of this Consent Judgment ("Judgment"), without further litigation, as the most appropriate means of resolving the allegations raised by Plaintiffs in the Complaint filed with the Court on

July 28, 2008. As evidenced by the signatures below, the Parties agree to, and shall be bound by, the terms and findings of this Judgment.

The entry of this Judgment by Defendants is neither an admission or a denial of liability with respect to any issue dealt with in this Judgment nor an admission or denial of any factual allegations or legal conclusions stated or implied herein.

This Judgment requires the completion of specified activities by Defendants pursuant to Part 31, Water Resources Protection, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended (NREPA); MCL 324.3101 et seq., at Defendants' dairy farm that is the subject of the Complaint.

NOW, THEREFORE, before the taking of any testimony, without trial of any issue of fact or law, and upon the consent of the Parties, by their attorneys, it is hereby ORDERED, ADJUDGED AND DECREED:

#### **I. JURISDICTION AND VENUE**

A. This Court has jurisdiction over the subject matter of this action pursuant to MCL 324.3115(1). This Court also has personal jurisdiction over the Defendants. Defendants waive all objections and defenses that they may have with respect to the jurisdiction of the Court.

B. Venue is proper in this circuit pursuant to MCL 324.3115(1).

C. The Court determines that the terms and conditions of this Consent Judgment are reasonable, adequately resolve the environmental issues raised in the Complaint, and properly protect the interests of the people of the State of Michigan.

D. The Court shall retain jurisdiction over the Parties and subject matter of this action to enforce this Judgment and to resolve disputes arising under the same, including those that may be necessary for its construction, execution, or implementation.

## **II. PARTIES BOUND**

A. Plaintiff, Michigan Department of Environmental Quality ("MDEQ") is a principal department within the Executive Branch of the State of Michigan pursuant to Executive Order 1995-18. The MDEQ is the state agency mandated to provide for the protection of the natural resources of the state from pollution, impairment, and destruction. MCL 324.101, MCL 324.301, MCL 324.501, and Executive Orders 1973-2, 1976-8, and 1995-18. Pursuant to Executive Orders 2009-45 and 2009-54, as of January 17, 2010, the MDEQ will become part of a new Department of Natural Resources and Environment (MDNRE) with all of the MDEQ's prior duties and legal obligations transferring as well such that future oversight of this Judgment shall be through the MDEQ's successor agency, the MDNRE.

B. Plaintiff Steven E. Chester was the Director of the MDEQ, appointed by Governor Jennifer M. Granholm, through January 4, 2010. Subsequent to Director Chester's resignation, Deputy Director Jim Sygo has been appointed Interim Director of the MDEQ until the appointment of a new Director of the MDNRE on or around January 17, 2010.

C. Defendants W. James and Charlene A. Iseler, husband and wife, own and operate a dairy farm in Section 32 of Huron Township and Section 5 of Bloomfield Township with the Willow Creek traversing three parcels owned by Defendants. Those parcels are further separated by Kinde Road. Business correspondence has historically been received at 4299 East Kinde Road in Port Hope, Huron County. For purposes of this Consent Judgment all three parcels will be identified collectively as the Dairy Operation and further identified as the "North Site" which lies north of Kinde Road and the "South Site," south of Kinde Road.

The provisions of this Consent Judgment shall be binding on the Parties, their officers, agents, successors and assigns. No change or changes in the ownership or other legal status of the Defendants, including, but not limited to, any transfer of assets or of real or personal

property, shall in any way alter Defendants' responsibilities under this Judgment unless expressly agreed to by the MDEQ/ MDNRE as an amendment to this Judgment. Defendants shall provide the MDEQ/ MDNRE with written notice prior to the transfer of ownership of part or all of the Dairy Operation and shall also provide a copy of this Judgment to any subsequent owners or successors prior to the transfer of any ownership rights.

D. Defendants shall provide a copy of this Judgment to all contractors, subcontractors, employees, or consultants that are retained to conduct any portion of the compliance activities to be performed pursuant to this Judgment within three calendar days of the effective date of such retention.

E. Notwithstanding the terms of any contract(s) that Defendants may enter with respect to the compliance activities to be performed pursuant to this Judgment, Defendants are responsible for compliance with the terms of this Judgment and shall ensure that its contractors, subcontractors, consultants, and employees perform all compliance activities in full conformance with the terms and conditions of this Judgment.

### **III. STATEMENT OF PURPOSE**

A. In entering into this Judgment, it is the mutual intent of the Parties that Defendants will do the following:

1. Prevent Unlawful Discharges to waters of the state;
2. Prohibit livestock access to Willow Creek, but for the express and limited purpose of crossing from one pasture to another;
3. Install properly designed waste storage structures to contain all waste produced by the Dairy Operation; and
4. Implement environmentally-sound land application practices in accordance with a revised Comprehensive Nutrient Management Plan; and

5. Partially-reimburse Plaintiffs for the costs of pursuing this action.

#### **IV.COMPLIANCE WITH STATE AND FEDERAL LAWS**

All actions required to be taken pursuant to this Judgment shall be undertaken in accordance with the requirements of all applicable or relevant and appropriate state and federal laws, rules, and regulations including the procurement of all necessary permits and approvals.

#### **V. COMPLIANCE PROGRAM**

A. Not later than May 1, 2010, Defendants agree to install exclusionary fencing at both the North and South Sites such that livestock may no longer have unrestrained access to Willow Creek for watering purposes. Where new fencing is installed, Defendants shall establish a setback of 35 feet from the ordinary high water mark, where applicable, or from the upper edge of the bank if the ordinary high water mark cannot be determined. Concurrent with the installation of fences, Defendants shall provide watering sources for livestock at the Dairy Operation that do not entail livestock access to Willow Creek. Such watering sources may include withdrawal of surface water from Willow Creek; however, Defendants agree that watering stations accessible to livestock shall be placed not less than 35 feet from the ordinary high water mark of Willow Creek or the upper edge of the bank if the ordinary high water mark cannot be determined.

B. Defendants may continue to rely upon existing cattle crossings identified as N1, N2, and S1 in the attached Exhibit 1 subsequent to the installation of gate structures at all three crossings to prohibit unrestrained livestock access to Willow Creek. Gate structures may be constructed as a component of the exclusionary fencing required by Paragraph A., above and shall also be installed and in use not later than May 1, 2010. Defendants further agree that the gates, once installed, will only be opened for the purpose of herding livestock in a timely fashion

from one side of Willow Creek to the other at which time the gates on both sides of the Willow Creek shall be promptly secured in the closed position. In the event that a loss of electricity or unanticipated mechanical failure prevents Defendants from pumping water for their livestock, Defendants may open the gates to water the livestock in Willow Creek until such time as the electricity is restored or the mechanical failure is corrected. In the event of a mechanical failure or loss of electricity within the control of Defendants, Defendants shall arrange for the correction of the failure within 24 hours.

C. Within 30 days of the Effective Date of this Consent Judgment, Defendants shall submit the following for Plaintiffs' review and comment:

1. A schedule for the replacement or closure of existing storage structures at the Dairy Operation and construction of new structures which meet or exceed Natural Resource Conservation Service Practice Standard 313, dated November 2005 (NRCS 313). An acceptable schedule shall provide for the installation of all storage structures the earlier of January 15, 2012 or within 6 months of Defendants' receipt of funds from the NRCS Environmental Quality Incentives Program (EQIP) should such funding become available for the Defendants' use. In calculating the 6 month period, the months of January, February, and March shall not be counted. Defendants bear the burden of seeking EQIP or other funding and any failure to obtain such funding shall not in any way mitigate Defendants' compliance obligations under this Section. To the extent necessary and required, the MDEQ/MDNRE shall cooperate with the NRCS regarding its evaluation of Defendants' application for EQIP funding.

2. Proposed drawings and site diagrams for each new structure, including depth to groundwater and, if applicable, floodplain locations.
3. A proposed Operation & Maintenance plan for all structures and appurtenances for future inclusion within the CNMP.

D. Defendants' agree to responsibly dispose of waste and wastewater generated by the Dairy Operation in accordance with a Comprehensive Nutrient Management Plan (CNMP) to be reviewed and updated, if necessary, at least annually as circumstances require. At a minimum, Defendants agree that, upon the Effective Date of this Judgment, records shall be kept in accordance with the CNMP and made available upon Plaintiffs' request. Records shall, at a minimum, include the following, accurate information:

1. Specific dates when waste or wastewater generated by the Dairy Operation was applied to land;
2. Identification of fields where waste or wastewater are applied;
3. Anticipated or growing crop;
4. Volume of waste or wastewater applied;
5. Weather conditions at the time of application; and
6. Method of application.

## **VI. EMERGENCY RESPONSE**

A. In the event of a discharge to surface waters or other spill of polluting materials to the ground or water attributable to Defendants' activities, Defendants shall undertake the following measures:

1. Upon the discovery of a discharge of any waste, wastewater, or other spill of polluting materials to the ground or water, Defendants shall take

immediate corrective measures to contain any losses of waste, wastewater, or other polluting material to prevent any further discharge or spill to waters of the state.

2. Defendants shall immediately upon discovery of any discharge of waste, wastewater, or other polluting material to surface waters of the state notify the Water Bureau (WB) Saginaw Bay District Office. Emergency notification shall be as follows:

- a. Monday through Friday, during the hours of 8:00 AM to 5:00 PM, contact the MDEQ/ MDNRE WB Saginaw Bay District Office at 989-686-8025.
- b. At all other times, contact the Pollution Emergency Alerting System (PEAS) Hotline at 800-292-4706.

3. In addition to the verbal notification requirement above, Defendants shall provide written notification to the WB Saginaw Bay District Supervisor and the Chief of WB Enforcement Unit within ten calendar days following the discovery of any discharge of waste, wastewater, or other spill of polluting materials to the ground or water. The written notification shall include:

- a. a description and cause of the discharge or other spill, including an estimate of the discharge volume, and any analytical data in the possession of the Defendants related to the discharge or spill;

- b. the estimated duration of the discharge or other spill, including the date and time of the commencement and cessation of the discharge to the extent known;
- c. the corrective measures that were or will be implemented to prevent a future occurrence; and
- d. copies of all pertinent records maintained pursuant to Section VIII. of this Judgment.

## **VII. REPORTING**

A. Defendants shall verbally report any violation of this Judgment, excluding discharges to surface waters or other spill of polluting materials to the ground or water reported in accordance with Section VI above, to the WB Saginaw Bay District Supervisor not later than the close of the next business day following detection of such violation, and shall provide a written report within fourteen business days after detection of such violation to both the WB Saginaw Bay District Supervisor and the Chief of the WB Enforcement Unit. The written report shall include a detailed description of the violation, the precise cause or causes of the violation, a detailed description of any action taken or proposed to correct the violation, and a schedule for the implementation of any proposed corrective action. Defendants shall report any anticipated violation of this Consent Judgment to the MDEQ/MDNRE WB, Saginaw Bay District Supervisor in advance of the relevant deadlines whenever reasonably practicable.

## **VIII. RECORD RETENTION AND ACCESS TO INFORMATION**

A. Until five years after the termination of this Judgment, Defendants shall retain, and shall instruct its contractors, agents, and representatives to preserve, all non-identical copies of records and documents, including records or documents in electronic form, that this Judgment requires Defendants to create or maintain.

B. Upon MDEQ/ MDNRE request, Defendants shall provide to the MDEQ/ MDNRE copies of all documents and information within the possession or control of Defendants, their employees, contractors, agents, or representatives that this Judgment requires Defendants to create or maintain. Defendants shall not prevent its employees, contractors, agents, or representatives from discussing with MDEQ/ MDNRE any relevant facts, except for privileged information, concerning the performance of activities undertaken pursuant to this Judgment.

C. This Judgment in no way limits or affects any right to obtain information held by the MDEQ/ MDNRE pursuant to applicable laws, regulations, or permits, nor does it limit or affect any duty or obligation of Defendants to maintain records or information imposed by applicable laws, regulations, or permits.

#### IX. ACCESS

A. Upon the Effective Date of this Judgment and to the extent of the property covered by this Judgment which is owned, controlled by, or available to Defendants or successors in interest, the MDEQ/ MDNRE as well as its authorized employees, contractors and consultants shall, upon presentation of proper credentials, have access at all reasonable times to the Dairy Operation for the purpose of conducting any activity for which access is required for the implementation of this Judgment or the continued evaluation of Defendants' compliance with Part 31 of the NREPA, including, but not limited to:

1. Monitoring activities taking place pursuant to this Judgment;
2. Verifying any data or information submitted to the MDEQ;
3. Conducting investigations relating to discharges of potentially injurious substances at or from the Dairy Operation;
4. Obtaining samples;

5. Assessing the need for corrective action or other response activities at or near the Dairy Operation;
6. Assessing pollution control structures to assure the effectiveness and integrity of the structure(s);
7. Inspecting and copying non-privileged records, inspection logs, contracts and other documents maintained pursuant to this Judgment;
8. Communicating with Defendants, Defendants' personnel, representatives, or consultants for the purpose of assessing compliance with this Judgment;
9. Determining whether the Dairy Operation is being used in a manner that is prohibited or restricted, or that may need to be prohibited or restricted, by or pursuant to this Judgment or Part 31 of the NREPA;
10. Assuring the protection of public health, safety, and welfare and the environment; and
11. Conducting tests and inspections pursuant to Part 31 of the NREPA.

The MDEQ/MDNRE shall give Defendants twenty-four (24) hours notice for entry into Defendants' milking parlor and the barn enclosure immediately adjacent and south of the milking parlor. Such notice need not be provided for entry to other parts of Defendants' Dairy Operation as specified above.

## **X. NOTICES**

A. Except where this Judgment already identifies the persons to whom a document or information is to be submitted, any submittal, notice, report, documentation, or recitation required by this Judgment shall be submitted to the attention of:

For Plaintiffs:      Jon Bloemker  
                                WB Saginaw Bay District Supervisor  
                                401 Ketchum

Bay City, Michigan 48708  
989-894-6265

and

Barry Selden  
Water Bureau Enforcement Unit Chief  
525 West Allegan Street  
P.O. Box 30273  
Lansing, Michigan 48909-7773  
517-373-6437

For Defendants: W. James Iseler  
4299 East Kinde Road  
Port Hope, Michigan 48468

and

David Haywood  
D.Haywood & Associates  
618 S. Creyts Road, Suite B  
Lansing, Michigan 48917

Either party may substitute others for those designated to receive such notices by providing written notice to the other party.

#### **XI. DELAYS IN PERFORMANCE, EXTENSION REQUESTS AND FORCE MAJEURE**

A. Defendants shall perform the requirements of this Judgment within its time limits, unless events, which constitute a Force Majeure, prevent or delay performance or unless the WB Chief grants an extension pursuant to Paragraph G of this section.

B. Any performance delay attributable to a Force Majeure shall not be deemed a violation of Defendants' obligations under this Judgment in accordance with this section. For this Judgment's purpose, Force Majeure means an occurrence or non-occurrence of the requirements under this Judgment arising from causes beyond the control of Defendants and for which Defendants are without fault for the occurrence or non-occurrence, including, but not limited to: an act of God; inordinate delay by the MDEQ/MDNRE of responses to submissions

required under this Judgment; and the acts or omissions of a third party not under contractual obligations to Defendants that could not have been avoided or overcome through Defendants' due diligence and that resulted in a delay of performance of an obligation under this Judgment. Force Majeure does not include, among other things, unanticipated or increased costs, changed financial circumstances (including a failure to obtain funding), or failure to apply for a permit or license as a result of Defendants' action or omission.

C. Defendants shall telephone the WB Saginaw Bay District Supervisor within 48 hours of discovering any event, which causes a delay in its compliance with any provision of this Judgment. Verbal notice shall be followed by written notice to both the WB Saginaw Bay District Supervisor and Chief of the WB Enforcement Unit within 10 calendar days and shall describe in detail the delay's anticipated length, the delay's precise cause or causes, the measures that Defendants have taken to prevent or minimize the delay, and the timetable by which those measures shall be implemented. Defendants shall use all reasonable measures to avoid or minimize any such delay.

D. Defendants' failure to comply with the notice requirements of Paragraph C of this section shall render the Force Majeure provisions of this section void as to the particular incident involved. The MDEQ/MDNRE may, at its sole discretion and in appropriate circumstances, provide Defendants with a written waiver of the notice requirements of Paragraph C of this section.

E. If the parties agree that the delay or anticipated delay was beyond the control of Defendants, this may be so stipulated, and the parties may petition the Court for an appropriate Consent Judgment modification. Defendants bear the burden of proving that any delay was

beyond their reasonable control, and of showing that Defendants have met the requirements under this section.

F. In the absence of a Force Majeure, Defendants and the MDEQ/MDNRE agree that the WB Chief may, but in no circumstances is obligated to, grant Defendants an extension of the specified deadlines set forth in this Judgment. Any extension shall be preceded by a timely written request, received by the MDEQ/MDNRE no later than 10 business days prior to the pertinent deadline, which shall include:

1. An identification of the specific deadline that will not be met.
2. A detailed description of what will prevent Defendants from meeting the deadline.
3. A description of the measures Defendants have taken or intend to take to meet the required deadline.
4. The length of the extension requested and the specific date on which the obligation will be met.

The WB Chief shall respond promptly to such requests and shall not unreasonably withhold approval for such requests.

G. Any extension of the specified deadlines or other modifications and amendments of this Judgment shall be signed by both parties, shall have as their effective date the date on which they are signed by the WB Chief, and shall be incorporated into and become an enforceable part of this Judgment upon approval of the Court.

H. An extension of one compliance date based upon a particular incident does not mean that Defendants qualify for an extension of a subsequent compliance date without providing proof that an extension to a separate requirement under this Judgment is justifiable.

## **XII. PAYMENT**

A. In settlement of this matter, Defendants agree to pay a sum of two thousand five hundred dollars (\$2,500.00) to partially-reimburse Plaintiffs for costs incurred by the state of Michigan in bringing this action. Plaintiffs agree to accept payments in 5 equal installments of \$500 due not later than the first day of the following months: February 2010; April 2010; June 2010; August 2010; and October 2010.

B. Payments shall be made by certified or cashier's checks made payable to the State of Michigan and mailed to the Michigan Department of Environmental Quality/MDNRE, Cashier's Office, P.O. Box 30657, Lansing, Michigan 48909-8157. To ensure proper credit, all payments made pursuant to this Judgment must include the Payment Identification Number *WTR-2024* on the face of the checks, or in the cover letter with the payments.

## **XIII. RESERVATION OF RIGHTS**

A. With respect to any violations not expressly addressed and resolved by this Judgment, the MDEQ/MDNRE reserves the right to pursue any other remedies to which it is entitled for any failure to comply with the requirements of any state or federal law, including the NREPA and its rules.

B. This Judgment does not affect Defendants' responsibility to comply with any other applicable state, federal, or local laws or regulations including the procurement of required permits and/or approvals; or with any order of this or any court, including, without limitation, any corrective action or similar requirements under Part 31 of the NREPA or its rules or any amendments thereto.

C. This Judgment does not limit the rights of the Defendants or the State of Michigan against any third parties.

#### **XIV. GENERAL PROVISIONS**

##### **A. Severability**

Should a court of competent jurisdiction declare any provision of this Consent Judgment to be unenforceable, the remaining provisions shall remain in effect.

##### **B. Modification**

Any party to this Judgment may petition the Court for modification of this Judgment including its termination prior to expiration of the effective period. Any modification must be in writing and approved by the Court. No party may petition the Court for a modification of this Judgment without first having made a good faith effort to reach agreement with the other party on the terms of any such modification. The parties may petition the Court to modify any requirement or provision of this Judgment by mutual agreement or may modify this Judgment through a writing signed by authorized representatives of the Parties.

##### **C. Other Laws**

This Judgment in no way affects the Defendants' responsibility to comply with any other applicable state or federal laws or local regulations or with any order of this or any other Court including without limitation, any amendments to Part 31 of NREPA or its rules or regulations.

##### **D. Settlement**

This Judgment is in settlement and satisfaction of all civil claims against Defendants alleged by the MDEQ in the Complaint.

#### **XV. RETENTION OF JURISDICTION**

Prior to termination of this Judgment in accordance with Section XVI. below, this Court shall retain jurisdiction over this action to modify or enforce the terms of this Judgment, resolve all other disputes arising under its terms, or to take any action necessary or appropriate for construction or implementation of this Judgment.

## **XVI. TERMINATION**

This Judgment shall terminate upon written request of Defendants and written approval from the MDEQ/MDNRE along with approval of this Court through the issuance of a Satisfaction of Judgment. The written request of Defendants shall include a certification by Defendants that it has (1) paid in full all funds owed to the State of Michigan under this Judgment and (2) has not received a Violation Notice or other document from the MDEQ/MDNRE alleging a violation of Part 31 or this Judgment for three consecutive years. Provided that such certification is made and not reasonably disputed, the MDEQ/MDNRE will not withhold agreement to terminate this Judgment.

## **XVIII. SEPARATE DOCUMENTS**

This Judgment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Judgment may be executed in duplicate original form.

### XIX. SIGNATORIES

The signatories to this Judgment certify that they are authorized to execute this Judgment and to legally bind the Parties they represent to the requirements of this Judgment.

#### FOR DEFENDANTS:

By: \_\_\_\_\_  
W. James Iseler

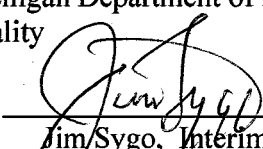
Dated: \_\_\_\_\_

By: \_\_\_\_\_  
David J. Haywood (P31307)  
D.Haywood & Associates, P.C.  
Attorney for Defendants  
618 S. Creyts Road, Suite B  
Lansing, Michigan 48917

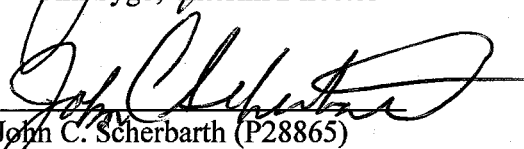
Dated: \_\_\_\_\_

#### FOR PLAINTIFFS:

Michigan Department of Environmental  
Quality

By:  \_\_\_\_\_  
Jim Sygo, Interim Director

Dated: JANUARY 14/2010

By:  \_\_\_\_\_  
John C. Scherbarth (P28865)  
Assistant Attorney General  
Michigan Department of Attorney General  
Environment, Natural Resources, and  
Agriculture Division

Dated: January 14, 2010

IT IS SO ORDERED, ADJUDGED AND DECREED THIS \_\_\_\_ day of January, 2010.

\_\_\_\_\_  
Honorable Richard Knoblock

### XIX. SIGNATORIES

The signatories to this Judgment certify that they are authorized to execute this Judgment and to legally bind the Parties they represent to the requirements of this Judgment.

#### FOR DEFENDANTS:

By: William James Iseler Dated: 1-15-2010  
W. James Iseler

By: David J. Haywood Dated: 1-15-2010  
David J. Haywood (P31307)  
D.Haywood & Associates, P.C.  
Attorney for Defendants  
618 S. Creyts Road, Suite B  
Lansing, Michigan 48917

#### FOR PLAINTIFFS:

Michigan Department of Environmental  
Quality

By: \_\_\_\_\_ Dated: \_\_\_\_\_  
Jim Sygo, Interim Director

By: \_\_\_\_\_ Dated: \_\_\_\_\_  
John C. Scherbarth (P28865)  
Assistant Attorney General  
Michigan Department of Attorney General  
Environment, Natural Resources, and  
Agriculture Division

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Honorable Richard Knoblock

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#### FOR DEFENDANTS:

By: \_\_\_\_\_  
W. James Iseler

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
David J. Haywood (P31307)  
D.Haywood & Associates, P.C.  
Attorney for Defendants  
618 S. Creyts Road, Suite B  
Lansing, Michigan 48917

Dated: \_\_\_\_\_

#### FOR PLAINTIFFS:

Michigan Department of Environmental  
Quality

By: \_\_\_\_\_  
Jim Sygo, Interim Director

Dated: January 14, 2010

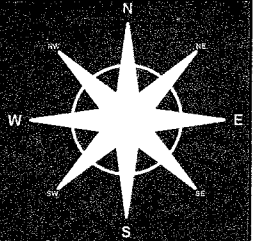
By: \_\_\_\_\_  
John C. Scherbarth (P28865)  
Assistant Attorney General  
Michigan Department of Attorney General  
Environment, Natural Resources, and  
Agriculture Division

Dated: January 14, 2010

IT IS SO ORDERED, ADJUDGED AND DECREED THIS 10<sup>th</sup> day of January, 2010.

\_\_\_\_\_  
Honorable Richard Knoblock

## **EXHIBIT 1**



Crossing N2

Crossing N1

Existing  
Crossing  
S-1

ISELER DAIRY

SCALE 1:7200 1 inch = 600 ft.

